



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Board Decisions - NYS PERB

New York State Public Employment Relations
Board (PERB)

6-15-1978

State of New York Public Employment Relations Board Decisions from June 15, 1978

New York State Public Employment Relations Board

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/perbdecisions>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the New York State Public Employment Relations Board (PERB) at DigitalCommons@ILR. It has been accepted for inclusion in Board Decisions - NYS PERB by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

State of New York Public Employment Relations Board Decisions from June 15, 1978

Keywords

NY, NYS, New York State, PERB, Public Employment Relations Board, board decisions, labor disputes, labor relations

Comments

This contract is part of a digital collection provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2A-6/15/78
ENLARGED CITY SCHOOL DISTRICT OF TROY,	:	
	:	
Respondent,	:	<u>BOARD DECISION AND ORDER</u>
	:	
-and-	:	
	:	
TROY TEACHERS ASSOCIATION, LOCAL 3060,	:	<u>CASE NO. U-2860</u>
	:	
Charging Party.	:	

This matter comes to us on the exceptions of the Enlarged City School District of Troy (respondent) to a hearing officer's determination that it violated §209-a.1(d) of the Taylor Law by unilaterally changing the length of the workday of teachers represented by the Troy Teachers Association, Local 3060 (charging party), for the 1977-78 school year. It had imposed a new work schedule on teachers on August 29, 1977, when it added between fifteen and thirty minutes to their workday. At that time, respondent and charging party were in negotiations for an agreement to succeed one that had expired on June 30, 1977. Although the subject of teacher workday had been on the table, there had not been any serious negotiation on this issue.

Although the exceptions specify many findings of fact and conclusions of law which respondent alleges to be erroneous, in essence, respondent contends that the unilateral change complained about was permissible under the circumstances. It argues that there was an urgent need for the change at the time it was made in order to have sufficient opportunity to arrange the school program for the upcoming year so as to have teachers available to confer with students and parents before the normal arrival and departure time of students. The hours worked by teachers in the past did not make this possible. Respondent also takes exception to the remedial order

proposed by the hearing officer, which included money damages for the extra time worked by each teacher.

At the request of respondent, we heard oral argument. Having reviewed the record, we determine that respondent did violate §209-a.1(d). The significant factor is that there had been no serious negotiations on the length of the teachers' workday, and certainly no genuine deadlock reached as to it, prior to the unilateral change instituted by respondent. Respondent had not even communicated to the charging party that the length of the teachers' workday was a concern of high priority to it. Before an employer may make a unilateral change in terms and conditions of employment of its employees, it must exhaust all available opportunities and efforts to do so through negotiations until a genuine deadlock occurs. The serious negotiations here centered on pay issues and respondent had not utilized the negotiations sessions to make any substantial effort to obtain an agreement on changes in the teachers' workday. Thus, even if it appeared to respondent that there was a compelling need at the time for the change that it instituted on its own, its action must be deemed to have been premature insofar as the state of negotiations on this particular issue was concerned.

We do agree with respondent that, on the record, the remedy proposed by the hearing officer was excessive. The record establishes that neither party approached the negotiations with a serious or sustained effort to reach agreement.

NOW, THEREFORE, WE DETERMINE that the Enlarged City School District of Troy has violated §209-a.1(d) of the Taylor Law, and

WE ORDER it to reinstate the teachers' workday schedule that existed
in 1976-77 pending resolution of the issue through
negotiations.

DATED: New York, New York
June 16, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	#2B-6/15/78
HICKSVILLE UNION FREE SCHOOL DISTRICT,	:	
	:	<u>BOARD DECISION AND ORDER</u>
Respondent,	:	
-and-	:	<u>CASE NO. U-3036</u>
HICKSVILLE CONGRESS OF TEACHERS, NYEA/NEA,	:	
Charging Party.	:	

This matter comes to us on a motion of the Hicksville Congress of Teachers, NYEA/NEA (charging party) to reopen the hearing after a hearing officer's decision dismissed the charge. The charge, which was filed on December 13, 1977, alleged that the Hicksville Union Free School District (respondent) violated its duty to negotiate in good faith by unilaterally changing terms and conditions of employment when it made a verbatim record of proceedings at Steps 2 and 3 of grievance hearings.¹

The hearing officer determined on the record before him that respondent had recorded proceedings at Step 2 or Step 3 of grievance hearings on three occasions and that the contract was silent on its right to do so. He also determined that over the prior seven years there had been only one grievance and no record was prepared. He concluded that respondent's conduct did not constitute a violation of its duty to negotiate in good faith and dismissed the charge.²

¹ The grievance procedure consists of four steps. At Step 1, the grievance is presented orally to the immediate supervisor of the aggrieved. At Step 2, a written grievance is presented to the superintendent. At Step 3, a written grievance is presented to the Board of Education. Step 4 involves advisory arbitration.

² Charging party has requested an extension of time during which to file its exceptions, if any, to the hearing officer's decision until two weeks after the issuance of our decision on the motion to reopen. The motion before us does not call into question the hearing officer's decision or the evidence before him and we do not now either state or evaluate his conclusions of Law.

In his opinion, the hearing officer wrote in a footnote:

"There is no evidence that the recording will become part of the grievance procedure itself, or that it would not be available to the HCT. Indeed, the District's brief indicates that the transcript is 'merely a recording for the convenience of the parties' and, at best, a memory aid."

The motion to reopen is based upon evidence of events that occurred after the closing of the record which, according to charging party, contradicts the footnoted statement by establishing that the transcript was not available to it and that the transcript was used by respondent at the arbitration step of the grievance. ³ Thus, it treats the footnoted statement as being a critical element in the hearing officer's decision.

The motion to reopen the hearing was originally addressed to the Director of Public Employment Practices and Representation. He denied that motion on the ground that, although the allegations might support a new improper practice charge, they do not justify reopening the record. Accordingly, the motion is in the nature of an appeal from the Director's denial of his motion.

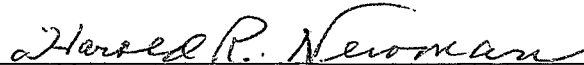
Having reviewed the motion papers, we determine that the evidence which the charging party seeks to introduce deals with events which occurred after the events complained about in the charge and, which therefore, were not

³ In its reply, respondent contends that the record is available to the charging party upon the payment of a standard fee to the hearing reporter (in that case under \$40.00). It further contends that the use of the record -- calling prior statements to the attention of a witness in the arbitration proceeding -- is consistent with its earlier statement that the transcript is "merely a recording for the convenience of the parties and, at best, a memory aid." Finally, it contends that the motion is not based upon newly discovered evidence, because, although the matters complained about by the charging party occurred after the closing of the record, they took place before the hearing officer issued his decision.

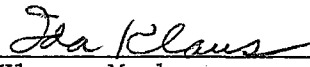
covered by it. Moreover, it does not appear that the footnoted statement was an essential or material factor in the hearing officer's decision.

WE ORDER that the motion be denied.

Dated, New York, New York
June 15, 1978



Harold R. Newman, Chairman



Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

	:	#2C-6/15/78
In the Matter of	:	
	:	
NEW PALTZ CENTRAL SCHOOL DISTRICT,	:	<u>BOARD DECISION AND ORDER</u>
	:	
Respondent,	:	
	:	Case No. U-3127
-and-	:	
	:	
NEW PALTZ UNITED TEACHERS,	:	
	:	
Charging Party.	:	

This matter comes to us on the exceptions of the New Paltz Central School District (respondent) to a hearing officer's decision that it failed to negotiate in good faith when it refused to negotiate over a demand of the New Paltz United Teachers (charging party) that it be granted an agency shop. Respondent acknowledges that it refused to negotiate over the demand, but it argues that its refusal was justified by the terms of an agreement between the parties. The demand was made on September 23, 1977. At that time, as now, the parties were subject to an agreement which covers the period between July 1, 1976 through June 30, 1979. There had been no discussion of an agency shop fee deduction during the negotiations for that agreement and it is silent on the matter. Indeed, at the time the agreement was concluded, an agency shop fee deduction was a prohibited subject of negotiation (Matter of Farrigan, 42 App. Div. 2d 265 [1973]). This was changed on September 3, 1977, when subdivision 3 of §208 was added to the Taylor Law. It authorized agency shop fee deductions upon agreement between local governments and the employee organizations representing their employees and it mandated negotiations over such a demand.

The respondent argues that it is under no obligation to negotiate over the demand during the life of the current contract because the "zipper" clause of that contract, Article 61(B), constitutes a waiver of such negotiations.¹

The "zipper" clause states:

"The New Paltz United Teachers agree that all negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement, unless so agreed or directed under the Alleged Improper Practice Provisions. Any District policies unaltered or unchanged by the language of this Agreement shall remain in force, as it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this agreement."
(emphasis supplied)

Noting that when the agreement was executed, a demand for an agency shop fee deduction was not a negotiable item, the hearing officer reasoned that the "zipper" clause did not constitute a waiver of charging party's right to negotiate over the matter after it became a mandatory subject of negotiation.

In its exceptions, respondent argues that, "as a matter of law, when a contract has been completed, all issues whether [or not] contained in that agreement are merged into the final agreement." It also argues that it would be a disservice to the parties if the contract were reopened merely for negotiations over a demand for an agency shop fee deduction because single-issue negotiations afford the parties no opportunity for the trade-offs that make collective bargaining effective.

¹ Unlike other disputes involving the interpretation of an agreement, the question whether an employee organization has waived its right, under the circumstances here presented, to negotiate over this particular subject has raised a question of improper practice and is, thus, subject to the jurisdiction of this Board (St. Lawrence County, 10 PERB ¶3058; §205.5(d)) of the Taylor Law.

Respondent's first argument misstates the law. Notwithstanding the existence of an agreement, there is a duty to negotiate over mandatory subjects of negotiation not covered by the agreement unless there is an explicit waiver. We find this principle to be particularly applicable where the existing agreement was made at a time when the agency shop was prohibited and, thus, could not be deemed to be covered by that agreement or waived by it. Moreover, we interpret the authorizing legislation as having been intended to permit negotiations for an agency shop under these circumstances. This intention, we believe, is reflected in section 7 of the legislation (L.1977, c.677), which provided that after September 3, 1979, the second anniversary of the effective date of the legislation, agreed-upon agency shop clauses will be null and void by operation of the law. By this limitation, the Legislature appears to us to have indicated its desire to test the effects of this novel experiment on the basis of broad-gauged experience gained during the two-year period. It is clear that this legislative purpose would not be served adequately if the language of a "zipper" clause not expressly excluding this subject and written before the authorization took effect were permitted to bar subsequent negotiations during the life of the contract. Moreover, in view of the short duration of the experimental period, a narrow and restrictive interpretation would not only frustrate the legislative purpose; it would also discriminate unfairly between employee organizations on the basis of the accidental factor of the respective terms of their agreements. Those having long-term contracts when the legislation took effect would be deprived of its benefits, while others would be permitted to enjoy them. The Legislature should not be deemed to have intended such disparity.

Respondent's second argument misconceives the nature of the duty to negotiate, which contemplates a process of give-and-take but does not compel agreement, Section 204.3 of the Taylor Law.

ACCORDINGLY, WE AFFIRM the decision of the hearing officer, and

WE ORDER respondent to negotiate in good faith with charging party on the subject of agency shop fee deductions.

Dated, New York, New York
June 16, 1978


Harold R. Newman, Chairman


Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2D-6/15/78

VILLAGE OF VALLEY STREAM,

Employer,

BOARD DECISION AND ORDER

-and-

LONG ISLAND PUBLIC SERVICE EMPLOYEES,
LOCAL 342,

CASE NO. C-1565

Petitioner,

-and-

VILLAGE OF VALLEY STREAM UNIT OF THE
NASSAU COUNTY CHAPTER OF CSEA, INC.,

Intervenor.

This matter comes to us on exceptions of the Village of Valley Stream Unit of the Nassau County Chapter of CSEA, Inc. (CSEA) from a decision of the Director of Public Employment Practices and Representation (Director) dismissing its objections to the conduct of an election.

On October 28, 1977, the Long Island Public Service Employees, Local 342 (Local 342) filed a timely petition for certification as the exclusive negotiating representative of certain employees of the Village of Valley Stream (Village). CSEA, which had been the representative of those employees, intervened in the proceeding. Local 342, CSEA and the Village reached an agreement as to the negotiating unit and voter eligibility. An election was held on January 18, 1978 in which 19 ballots were cast for Local 342 and 18 ballots were cast for CSEA.¹

¹ There was one challenged ballot that had been cast by Frances Russo. The Director determined that she was ineligible to vote and sustained the challenge. There has been no exception to this ruling.


In its exceptions, CSEA complains that two employees were improperly permitted to vote. One was Stella Nardilla, whose name was omitted from the eligibility list furnished by the Village to the two unions. There had been no challenge to her eligibility at the time of the election; nevertheless, CSEA complained about her vote on January 25, 1978 in a timely objection to the conduct of the election. After an investigation, the Director determined that the name of Stella Nardilla properly belonged on the eligibility list because she was an eligible voter. Accordingly, he dismissed this objection.

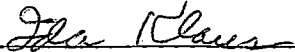
In a letter dated February 1, 1978, CSEA also objected to the eligibility of Joyce Tomaino, another employee whose vote had not been challenged at the time of the election. The Director determined that she was an ineligible voter. He, nevertheless, dismissed the challenge and specified two reasons for his ruling. Section 201.9(h)(2) of our Rules permits objections to the conduct of an election if filed within five working days after the final tally of the ballots has been furnished to the parties. The objections with respect to Joyce Tomaino were not filed until the tenth working day after CSEA was furnished with the final tally of the ballots. The Director's second reason was that CSEA had had an opportunity to challenge Miss Tomaino's right to cast a ballot at the time of the election and had not done so.

Having reviewed the record, we affirm the determination of the Director, and

WE ORDER that the objections to the conduct of the election be, and they hereby are, dismissed.

Dated, New York, New York
June 15, 1978


Harold R. Newman, Chairman


Ida Klaus, Member

5271

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of : #2E-6/15/78
FARMINGDALE UNION FREE SCHOOL DISTRICT, : BOARD DECISION AND ORDER
Respondent, : Case Nos. U-2399 and
-and- : U-2485
NASSAU EDUCATIONAL CHAPTER, CIVIL SERVICE :
EMPLOYEES ASSOCIATION, INC., :
Charging Party. :

In the Matter of :
NASSAU EDUCATIONAL CHAPTER OF THE CIVIL SERVICE : Case No. D-0144
EMPLOYEES ASSOCIATION, INC. and THE CIVIL SERVICE :
EMPLOYEES ASSOCIATION, INC., :
upon the Charge of Violation of Section 210.1 of :
the Civil Service Law. :

5272
The improper practice charges herein were filed by the Nassau Educational Chapter, Civil Service Employees Association, Inc. (Chapter). The first, filed on November 11, 1976, alleges that the Farmingdale Union Free School District (District) failed to negotiate in good faith in that it unilaterally eliminated the Friday after Thanksgiving, November 26, 1976, as a paid holiday while the parties were still in negotiations for a successor agreement to one that had expired on June 20, 1976.¹ The second charge, filed on January 5, 1977, complains that on December 8, 1976, the District also unilaterally eliminated -- during negotiations -- the past practice of dismissing clerical employees one hour early on days when a teacher or superintendent conference is scheduled. The hearing officer found that the District had unilaterally eliminated the

¹ This Board's records show that the parties were in mediation from July into November, 1976. A factfinding hearing was held on November 22, 1976 and materials were submitted to the factfinder thereafter. The factfinder issued his report on January 10, 1977.

holiday and the one-hour early dismissal, as charged. He ruled that these unilateral changes constituted a refusal to negotiate in good faith in violation of §209-a.1(d) of the Taylor Law and that the employees should be paid for the day following Thanksgiving day and for the additional time worked on December 8, 1976. The District has filed exceptions to this determination.

Also before us in this case is a charge by Counsel to PERB that the Chapter and its parent organization, the Civil Service Employees Association, Inc. (CSEA), had struck in violation of §210.1 of the Taylor Law. On the Friday after Thanksgiving, November 26, 1976, the day on which the District unilaterally required employees in the unit represented by the Chapter to work, approximately 125 of the 155 employees in the unit did not report to work. The hearing officer determined that their failure to come to work was not a strike because the employer lacked authority to require them to attend on that day. Pursuant to §206.7 of our Rules, the reports and recommendations of hearing officers in strike cases are always brought to us, along with such briefs as the parties may choose to file. In the instant case, briefs were filed by each of the parties.

The Improper Practice Charges

The District's one exception to the hearing officer's conclusion that it committed improper practices was that the charges must be dismissed because the Chapter's strike disqualifies it from charging the District with a refusal to negotiate in good faith. The theory underlying this defense is that an employee organization may not be permitted access to the Taylor Law processes for the redress of an improper practice when it has resorted to illegal conduct to achieve the same purpose. Thus, this defense of the District is not directed to the merits of the charges but is a contention that it is insulated

from the charges ~~regardless~~² of their merits.

Ordinarily we would find this defense of the District to be persuasive, but not on the facts of this case. The distinguishing factor is that we find that the strike was caused by the District's conduct as alleged in the charge. Having provoked the strike, the District cannot rely upon it to preclude a consideration of the merits of the charge that the District's unilateral elimination of the Friday after Thanksgiving as a paid holiday was improper. Accordingly, we entertain that charge and we affirm the hearing officer's conclusion that the District's unilateral elimination of the day off was an improper practice.

We reach a different conclusion with respect to the merits of the charge relating to the District's unilateral elimination of the early dismissal practice after the Chapter's strike. This charge involves conduct of the District that occurred after the Chapter struck. In Village of Valley Stream, 6 PERB ¶3076 (1973) and Livingston BOCES, 8 PERB ¶3019 (1975), we held that a public employer is not obliged to maintain the status quo while negotiating for a successor to an expired agreement after an employee organization has struck.

The Strike Charge

We reverse the hearing officer's determination that the concerted action of the employees who stayed away from work on November 26, 1976 was not a strike. The concerted refusal of public employees to perform work assigned

² The NLRB, too, has withheld access to its processes from an employee organization that has abused those processes by simultaneously engaging in illegal alternative efforts to achieve its goals, Union National de Trabajadores, 219 NLRB No. 157, 90 LRRM 1023 (1975).

to them is a strike within the meaning of §201.9 of the Taylor Law, even if the work assignment itself was improper, Caso v. Katz, 67 Misc.2d 793 (Nassau County, 1971), aff'd 38 AD 2d 691.³ The appropriate recourse for the employees is to perform the work assignment while seeking redress through available legal channels.⁴

We find in this case that there was a strike within the meaning of the Taylor Law, and that the Chapter, which is the recognized representative, is implicated. The presidents of the two divisions comprising the Chapter were among the approximately 125 employees who absented themselves from work on November 26, 1976. This alone is a sufficient basis for holding the Chapter responsible, particularly as the evidence shows that the overwhelming proportion of the absent employees were CSEA members who are presumed to have followed the leadership of the participating presidents. Moreover, the fact that the presidents and the 120 other employees submitted affidavits to the District which argued that they were absent in reliance upon an agreement between the Chapter and the District which specified legal holidays, plainly reflects a common plan to remain away from work. On this evidence, we find that the Chapter violated §210.1 of the Taylor Law. There is no evidence implicating the CSEA.

³ There may be exceptions, as for example, where the assignment would subject the employees to unwarranted danger, Poughkeepsie Public School Teachers Association, 3 PERB ¶3092 (1970).

⁴ Accord, under Federal Executive Order #11491, 177th Fighter Interceptor Group, International Guard, Case #32-4696 (CO) 703 GERR 5.

However, in view of our finding that the District improperly required the employees to work on November 26, 1976, its action constituted extreme provocation within the meaning of §210.3(f) of the Taylor Law.

Remedies

We determine that no penalty should be imposed upon the Chapter for its strike. The impact of the strike, which occurred on a day when no school was in session, was minimal and the action of the District in scheduling work for the unit employees on that day constituted extreme provocation.

The District's second exception is directed to the remedy that may be imposed for its improper practice. It argues that if we were to require the District, as the hearing officer had done, to compensate the employees for monetary losses suffered by them by reason of the District's improper practice, such action would wipe out the strike penalties imposed upon individual striking employees mandated by the statute. We agree. The penalties imposed on striking employees by §210.2 of the Taylor Law are absolute and they remain unaffected by our remedy. However, those employees who did not strike must be compensated appropriately. The agreement between the parties, which the employer should have applied until the exhaustion of the negotiation and impasse procedures, provided for premium pay for overtime work, including work performed on holidays. Unit employees for whom the day would otherwise have been a holiday, who worked on Friday, November 26, 1976, should be paid for their work on that day at the appropriate premium rate. Unit employees, if any, who were absent on Friday, November 26, 1976, for reasons not related to the strike, should be compensated for that day by having any charges to their accruals restored.

NOW, THEREFORE, WE ORDER:

1. That charge U-2485 be dismissed, and
2. That for its unilateral elimination of the Friday after Thanksgiving, November 26, 1976, as a paid holiday, as specified in charge U-2399, the District:
 - (a) Cease and desist from unilaterally changing its prior practice of granting a paid holiday to unit employees on the Friday after Thanksgiving, and
 - (b) Compensate all unit employees, for whom the day would otherwise have been a holiday, who worked on November 26, 1976, at the premium rate for holiday work, together with three percent per annum interest on the amount so reimbursed, and
 - (c) Compensate all unit employees who were absent on November 26, 1976, for reasons not related to the strike by restoring any charges to accruals that may have been made by reason of such absence.

Dated, New York, New York
June 16, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

5277

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the :

#2F-6/15/78

TOWN OF HEMPSTEAD :

BOARD ORDER

for a Determination pursuant to Section :
212 of the Civil Service Law.

Docket No. S-0003

At a meeting of the Public Employment Relations Board held on the 1st day of June, 1978, and after consideration of the application of the Town of Hempstead made pursuant to Section 212 of the Civil Service Law for a determination that its Local Law No. 14 of 1967 as last amended by Local Law No. 38 of 1978, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Local Law aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

Dated: New York, New York
June 15, 1978

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Application of the : #2G-6/16/78
COUNTY OF ONONDAGA : DOCKET NO. S-0001
for a Determination pursuant to Section :
212 of the Civil Service Law. :
:

At a meeting of the Public Employment Relations Board held on the 15th day of June, 1978, and after consideration of the application of the County of Onondaga made pursuant to Section 212 of the Civil Service Law for a determination that its Resolution No. 126 adopted on April 8, 1968, as last amended by Resolution No. 214 adopted on May 1, 1978, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board, it is

ORDERED, that said application be and the same hereby is approved upon the determination of the Board that the Resolution aforementioned, as amended, is substantially equivalent to the provisions and procedures set forth in Article 14 of the Civil Service Law with respect to the State and to the Rules of Procedure of the Public Employment Relations Board.

DATED: New York, New York
June 15, 1978

Harold R. Newman
HAROLD R. NEWMAN, Chairman

Ida Klaus
IDA KLAUS, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

CAPITAL DISTRICT TRANSIT SYSTEM, CAPITAL
DISTRICT TRANSPORTATION DISTRICT, INCORPORATED,
and CAPITAL DISTRICT TRANSIT SYSTEM, NUMBER ONE,
CAPITAL DISTRICT TRANSPORTATION DISTRICT
INCORPORATED,

#2H-6/15/78

Joint Employer,

-and-

CASE NO. C-1526

INDEPENDENT TRANSIT WORKERS UNION,

Petitioner,

-and-

AMALGAMATED TRANSIT UNION, LOCAL UNION 1283,

Intervenor.

In the Matter of

CAPITAL DISTRICT TRANSIT SYSTEM, CAPITAL
DISTRICT TRANSPORTATION DISTRICT, INCORPORATED,
and CAPITAL DISTRICT TRANSIT SYSTEM, NUMBER ONE,
CAPITAL DISTRICT TRANSPORTATION DISTRICT,
INCORPORATED,

Joint Employer,

-and-

CASE NO. C-1533

AMALGAMATED TRANSIT UNION, LOCAL UNION 1321,

Petitioner,

-and-

AMALGAMATED TRANSIT UNION, LOCAL UNION 1283,

Intervenor.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that the Amalgamated Transit Union, Local Union 1321 has been designated and selected by a majority of the employees of the above-named public employer, in the unit described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

5280

Unit: Included: All employees of the joint employer.

Excluded: All employees whose positions are included
in a "supervisory" or "white-collar"
negotiating unit, office cleaner and two
stockroom employees.

Further, IT IS ORDERED that the above-named public employer
shall negotiate collectively with the Amalgamated Transit Union,
Local Union 1321 and enter into a written agreement with such employee
organization with regard to terms and conditions of employment, and
shall negotiate collectively with such employee organization in the
determination of, and administration of, grievances.

Signed on the 15th day of June, 1978.

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of :

WESTMORELAND CENTRAL SCHOOL DISTRICT, :

Employer, :

- and - :

WESTMORELAND NON-INSTRUCTIONAL
EMPLOYEES SERVICE ORGANIZATION, NYSUT,
AMERICAN FEDERATION OF TEACHERS,
AFL-CIO, :

Petitioner. :

#2I-6/15/78

CASE NO. C-1604

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected.

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES SERVICE ORGANIZATION, NYSUT, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time and regular part-time account clerks, typists, stenographers, clerk typists, senior custodian, custodians, cleaners, mechanics, bus drivers, aides, cook managers, food service helpers and registered nurses.

Excluded: Business manager, secretary to the supervising principal, head custodian, transportation supervisor, cafeteria manager, substitutes, casual and temporary employees and all other district employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with WESTMORELAND NON-INSTRUCTIONAL EMPLOYEES SERVICE ORGANIZATION, NYSUT, AMERICAN FEDERATION OF TEACHERS, AFL-CIO and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 15th day of June, 1978
New York, New York

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
VILLAGE OF VALLEY STREAM,	:	#2J-6/15/78
Employer,	:	
- and -	:	
LONG ISLAND PUBLIC SERVICE EMPLOYEES, LOCAL 342,	:	CASE NO. <u>C-1565</u>
Petitioner,	:	
- and -	:	
VILLAGE OF VALLEY STREAM UNIT OF THE	:	
NASSAU COUNTY CHAPTER OF CSEA, INC.,	:	
Intervenor.	:	

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected,

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Long Island Public Service Employees, Local 342

has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All full-time white-collar employees, including court clerks, steno-secretaries, typist-clerks, senior clerks, stenographers, children's librarian, adult service librarian, senior library clerks, multiple residence inspector, fire inspector, sign inspector, junior civil engineer and all regular part-timers employed in the following four job titles: librarian, clerk, typist-clerk and stenographer, who on the completion of one (1) year of employment have worked during such initial year an amount of time equivalent to forty-five (45%) percent of the time worked by a regular full-time employee in a similar job classification in the same department.

Excluded: All other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Long Island Public Service Employees, Local 342

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 15th day of June, 19 78

Harold Newman
Harold Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of

#2K-6/15/78

TOWN OF BRIGHTON,

Employer,

-and-

CASE NO. C-1641

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC.,

Petitioner.

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit: Included: All regular full time and part time laborers, motor equipment operators, mechanics, dispatchers, maintenance men, sewage treatment plant operators, meter readers, and working foremen.

Excluded: Commissioner of Public Works, Highway Superintendent and Deputy Superintendent, Water Superintendent, Sewer Superintendent, general foremen, foremen, and office clerical, administrative, professional employees, and all other employees.

Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 15th day of June, 1978.

5284

Harold R. Newman
Harold R. Newman, Chairman

Ida Klaus
Ida Klaus, Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

ELLENVILLE PUBLIC LIBRARY AND MUSEUM, :

#2L-6/15/78

Employer, :

- and - :

CASE NO. C-1647

ELLENVILLE LIBRARY STAFF ASSOCIATION, :

Petitioner. :

CERTIFICATION OF REPRESENTATIVE AND ORDER TO NEGOTIATE

A representation proceeding having been conducted in the above matter by the Public Employment Relations Board in accordance with the Public Employees' Fair Employment Act and the Rules of Procedure of the Board, and it appearing that a negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair Employment Act,

IT IS HEREBY CERTIFIED that Ellenville Library Staff Association

has been designated and selected by a majority of the employees of the above-named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Unit:

Included: All full-time and part-time library clerks and library typists.


Excluded: Supervisors and all other employees of the employer.


Further, IT IS ORDERED that the above-named public employer shall negotiate collectively with Ellenville Library Staff Association.

and enter into a written agreement with such employee organization with regard to terms and conditions of employment, and shall negotiate collectively with such employee organization in the determination of, and administration of, grievances.

Signed on the 15 day of June, 1978.
New York, NY

5285


Harold R. Newman, Chairman


Ida Klaus, Member